

IN THE FRANKLIN COUNTY MUNICIPAL COURT
ENVIRONMENTAL DIVISION
FRANKLIN COUNTY, OHIO

2022 AUG 29 AM 10:57

FRANKLIN COUNTY
CLERK OF COURT
10-11-2022

STATE EX REL.
COLUMBUS CITY ATTORNEY
ZACH KLEIN
375 South High Street, 17th Floor
Columbus, Ohio 43215

Plaintiff,

v.

SOUTHPARK PRESERVATION
LIMITED PARTNERSHIP
c/o CT Corporation System, Chris Rickard
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

And also at:

21515 Hawthorn Boulevard, Suite 395
Torrance, California 60503

and

CITIBANK, N.A.
c/o CT Corporation System-Statutory Agent
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

and

PRESERVATION PARTNERS
DEVELOPMENT III, LLC
21515 Hawthorn Boulevard, Suite 150
Torrance, California 90503

and

OHIO HOUSING
FINANCE AGENCY
57 East Main Street
Columbus, Ohio 43215

Case No. 22 EVH 060590

Judge Stephanie Mingo

IMAGED

and

**AUTOMATIC APARTMENT
LAUNDRIES, INC.**

CT Corporation System
4400 East Commons Way
Suite 125
Columbus, Ohio 43219

and

CHAD HARRISON

3654 Williams Nook Drive
Grove City, Ohio 43123

and

HEATHER HARRISON

3654 Williams Nook Drive
Grove City, Ohio 43123

and

**PATRIOT PROTECTION
SERVICES, LLC**

c/o Rose Likens
433 Industry Drive
Columbus, Ohio 43204

and

UNKNOWN TENANTS OF

750-891 Greenfield Drive
Columbus, Ohio 43223

and

UNKNOWN TENANTS OF

750-796 Canonby Place
Columbus, Ohio 43223

and

CHERYL BROOKS SULLIVAN

Franklin County Treasurer

373 S. High Street, 17th Floor
Columbus, Ohio 43215

and

REAL PROPERTY AT:
750-891 Greenfield Drive
Columbus, Ohio 43223

and

REAL PROPERTY AT:
750-796 Canonby Place
Columbus, Ohio 43223

Parcel Nos. 010-126645
010-040441

**COMPLAINT FOR PRELIMINARY
AND PERMANENT INJUNCTIVE RELIEF**

1. This complaint concerns enforcement of the Ohio Revised Code (hereinafter "R.C.") Chapter 3767 et seq., Columbus City Code-Title 47, other Columbus City code provisions, and common law so as to be within the exclusive jurisdiction of the Environmental Division of the Franklin County Municipal Court pursuant to R.C. § 1901.183.
2. Plaintiff Zach Klein is the duly-elected, sworn, and acting City Attorney for the City of Columbus, Ohio and is a party charged at both common law and by R.C. § 3767.03, R.C. § 713.13 and R.C. § 715.30 with the prevention, prosecution, and abatement of any public nuisance within the City of Columbus, Franklin County, Ohio.
3. The Court has personal jurisdiction over the individual Defendants pursuant to R.C. § 2307.382 A(8) as the basis of this Complaint is real property situated in Franklin County.

4. The Court is the proper venue pursuant to Civ.R. 3(B)(5) as the subject of the action is real property situated in Franklin County, Ohio.

PARTIES

5. The real property that is the subject matter of this Complaint is a multi-unit apartment complex, known by Franklin County Permanent Parcel Nos. 010-126645 and 010-040441. (hereinafter “the Premises”), situated in the City of Columbus, Franklin County, Ohio.
6. This action is *in rem* with respect to the Premises.
7. The term “Premises,” as used in this Complaint, shall refer to both subject parcels in their entirety, including all structures, buildings, curtilage, parking lot areas and/or enclosures.
8. Defendant Southpark Preservation Limited Partnership (hereafter “Preservation Partners”), is the record owner of the Premises by virtue of a Special Warranty Deed filed with the Franklin County Recorder, Instrument No. 201811270159887.
9. Defendant Southpark Preservation Limited Partnership has been the record owner of the Premises since November 27, 2018.
10. Defendant, Ohio Housing Finance Agency (“OHFA”), holds an interest in the Premises by virtue of an Open-End Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated November 27, 2018, filed with the Franklin County Recorder’s Office, Instrument No. 201811270159892, which could be adversely affected by this action. Defendant OHFA also holds a Land Use Restriction Agreement,

dated November 27, 2018, filed with the Franklin County Recorder's Office, Instrument 201811270159891, which could be adversely affected by this action.

11. Defendant, Citibank, N.A. ("Citibank), holds or may have an interest in the Premises by virtue of a personal Assignment of Mortgage and Loan Document from OHFA dated November 27, 2018, filed with the Franklin County Recorder's Office, Instrument 201811300161846, which could be adversely affected by this action. Citibank also holds an Open-End Subordinate Catalyst Multifamily Mortgage Assignment of Rents, Security Agreement and Fixture Filing from Southpark Preservation Limited Partnership, c/o Cornucopia Services, dated November 27, 2018, filed with the Franklin County Recorder's Office, Instrument No. 201811270159894, which could be adversely affected by this action. Citibank also holds a Regulatory and Use Agreement with Southpark Preservation Limited Partnership, dated November 27, 2018, filed with the Franklin County Recorder's Office, Instrument No. 201811270159895, which could be adversely affected by this action. Citibank also holds an Amended Regulatory and Use Agreement with Southpark Preservation Limited Partnership, dated December 13, 2018, filed with the Franklin County Recorder's Office, Instrument No. 201812130168431, which could be adversely affected by this action. Defendant Citibank also holds a Financing Statement against Southpark Preservation Partnership, dated November 30, 2018, filed with the Franklin County Recorder's Office, Instrument No. 201811300161847, which could be adversely affected by this action.
12. Defendant, Preservation Partners Development III, LLC, is a California limited liability company which holds an interest in the Premises by virtue of an Open-End

Junior Mortgage Deed, Security Agreement and Assignment of Rents dated November 27, 2018, Instrument No. 201811270159896, which could be adversely affected by this action.

13. Defendant, Automatic Apartment Laundries, Inc., is an interested party as successor to Jetz Service Co., Inc., and holds a Subordination, Non-Disturbance and Attornment Agreement-Commercial Leases with Defendant, Citibank, dated November 27, 2018, filed with the Franklin County Recorder, Instrument No. 201811270159898, which could be adversely affected by this action.
14. Defendant, Chad Harrison, served as onsite property manager at Southpark Apartments and thus was an “owner” by virtue of his charge, care and control of the Premises during relevant periods.
15. Defendant, Heather Harrison, served as onsite property manager at Southpark Apartments and thus was an “owner” by virtue of her charge, care and control of the Premises during relevant times.
16. Defendant, Patriot Protection Services, LLC, serves as on-site security at the Premises and thus constitutes an “owner” by virtue of their charge, care, and control of the Premises.
17. Cheryl Brooks Sullivan is the duly elected, sworn, and serving Treasurer of Franklin County, Ohio, and may claim an interest in the property for unpaid and future taxes. This interest could be adversely affected by this action.
18. Defendants, Unknown Tenants, are individuals contributing to nuisance conditions at the Premises pursuant to their involvement in drug offenses and/or crimes of violence at the Premises.

STATEMENT OF FACTS

Background

19. The Premises is a 356 unit multi-family residential apartment complex, spanning two parcels and eighteen (18) buildings, located in the Franklinton neighborhood on the west side of the City of Columbus and known as Southpark Apartments.
20. Southpark Apartments serves as one of the few and largest sources of affordable housing within the City of Columbus. 352 of the units have project based Section 8 subsidies and four units are reserved for management.
21. On November 27, 2018, the Premises was sold to Southpark Preservation Limited Partnership with a sale price of \$15,366,000.00.

CHRONIC CODE VIOLATIONS AND UNSANITARY CONDITIONS AT SOUTHPARK APARTMENTS

22. In July of 2021, representatives of the City of Columbus began engaging with representatives of the owners of Preservation Partners due to concerns related to criminal activity and the physical conditions at the Premises. This engagement period included input from the Columbus Division of Police (“CPD”), Columbus Division of Refuse, Code Enforcement, the Department of Development, and the City Attorney’s Office. Participants from Preservation Partners included local and regional property managers, an attorney, and government relations specialists.
23. On September 1, 2021, representatives from multiple City departments and representatives of Preservation Partners met to discuss concerns and expectations for the property.

24. On October 29, 2021, Columbus Building and Zoning Services issued Unsafe Order UNSF2100298 to 865 Greenfield Drive, Unit 3H, due to interior fire damage. A permit was issued for repairs on March 16, 2022. As of August 15, 2022, the unsafe order has not been complied.
25. On or about November 16, 2021, Code Enforcement's Pro-Active Code Enforcement Team (hereinafter "PACE") began a comprehensive review of the Premises to determine the extent of any code enforcement violations. During these inspections, PACE was escorted by members of CPD.
26. As a result of the 2021 inspections, approximately 200 notices were generated and issued to Preservation Partners. Violations included the following:
 - a. ***Interior Housing Violations:***
 - i. Roach infestations;
 - ii. Missing smoke detectors;
 - iii. Inoperable kitchen fixtures;
 - iv. Rodent infestations;
 - v. Damaged bathroom fixtures;
 - vi. Water leaks;
 - vii. Inoperable water heaters;
 - viii. Torn carpets;
 - ix. Damages doorways;
 - x. Inoperable furnaces;
 - xi. Inoperable stoves;
 - xii. Inoperable kitchen sinks;

- xiii. Damaged ceilings;
- xiv. Damaged flooring;
- xv. Damaged walls and baseboards;

b. *Exterior Housing Violations:*

- i. Mortar voids
- ii. Rotted balcony decking;
- iii. Damaged sections of balcony railing/guards;
- iv. Rain carriers disconnected and in disrepair;
- v. Missing unit numbers;
- vi. Broken windows;
- vii. Units not secured to code standard;
- viii. Damaged window screens; and
- ix. Damaged light fixtures and exposed wiring.

- 27. Each notice violation issued contained a deadline for remediation based on the type of violation cited. All initial deadlines have passed.
- 28. Property Managers Heather and/or Chad Harrison were at the Premises at relevant times.
- 29. Following initial inspections, City of Columbus Code Enforcement returned to the Premises on a recurring basis to complete re-inspections for compliance.
- 30. On January 20, 2022, representatives of the City of Columbus and Preservation Partners met at the Columbus Police Academy to discuss progress to bring the Premises into compliance and improve conditions.

31. On April 7, 2022, the City of Columbus Department of Building & Zoning Services issued an unsafe building order, UNSF2200111, to Preservation Partners as a result of severe deterioration to common egress stairs. Specifically, the Order stated that the stair treads between the second and third floors have detached from the stringer and interior wall. Due this condition, apartments 3A, 3B, 3C, and 3H were deemed dangerous to human life and were ordered to be vacated and not reoccupied until the violation was complied. Preservation Partners conducted some temporary repairs to the staircase without permits. Preservation Partners still has not submitted a permit application or made any other formal attempts at compliance.
32. The Department of Building and Zoning Services has noted concerns regarding the stairs at 879 Greenfield Drive, Units D, E, F, and G as well as 796 Canonby Place, Unit D, E, F, and G. The Department has requested that an engineer review these stairs as well.
33. On April 20, 2022, representatives of the City of Columbus and Preservation Partners met to discuss the state of the Premises.
34. As of April 20, 2022, Code Enforcement had conducted re-inspections on approximately 87 units. Within the 87 units inspected, over 160 notice violations remained outstanding at the Premises. Many of the violations observed during the inspections completed around November of 2021 were noted by Code Enforcement as the same violations observed at the Premises during inspections conducted in April of 2022.
35. The following violations of Columbus City Code were observed:
 - a. Interior housing violations including but not limited to:*

- i. Roach infestation
- ii. Damaged interior wall(s);
- iii. Damaged kitchen fixtures;
- iv. Damaged bathroom fixtures;
- v. Water leaks;
- vi. Unsanitary conditions;
- vii. Damaged walls;
- viii. Damaged flooring;
- ix. Damaged ceilings;
- x. Rodent infestation;
- xi. Damaged carpeting;
- xii. Water damage;
- xiii. Inoperable appliances; and
- xiv. Inoperable and broken window(s).

b. Exterior housing violations including but not limited to:

- i. Mortar voids;
- ii. Open and unsecured vacant unit(s);
- iii. Standing water;
- iv. Solid waste;
- v. Bare wood surfaces;
- vi. Damaged ceilings;
- vii. Damaged window screens;
- viii. Rain carrier(s) in disrepair;

- ix. Damaged soffit(s);
- x. Damaged/missing brick(s);
- xi. Detached downspout(s);
- xii. Damaged door frame(s);
- xiii. Damaged stairs;
- xiv. Doorways in disrepair;
- xv. Exposed wiring; and
- xvi. Graffiti.

36. On April 26, 2022, Code Enforcement Officer Matthew Mercer spoke with a tenant at 769 Canonby Place. The tenant scheduled an inspection for April 29, 2022. During their conversation, the tenant informed Officer Mercer that following the November 2021 inspection, she was instructed by maintenance to not answer the door if or when code enforcement knocked.
37. As of June 1, 2022, only thirteen (13) units were deemed compliant while approximately eighty (80) units still had active code violations.
38. Upon information and belief, additional units are in violation of applicable provisions of Columbus City Code but tenants have refused to permit inspections.
39. As of the date of filing, the following portions of the Premises are out of compliance with Columbus City Code:
- a. 780 Greenfield Drive:
 - i. Units, 1D, 1E, 1F, 2D, 2G;
 - ii. Exterior and common areas.
 - b. 789 Greenfield Drive:

- i. Units 1B, 1F, 2B, 2E, 2G, 3C, 3E, 3F;
 - ii. Exterior and common areas.
- c. 800 Greenfield Drive:
 - i. Units 1D, 2A, 2D, 3A, 3B, 3C;
 - ii. Exterior and common areas.
- d. 816 Greenfield Drive:
 - i. Units 1A, 1C, 1E, 1F, 3A, 3B, 3F;
 - ii. Exterior and common areas.
- e. 834 Greenfield Drive:
 - i. Units 1D, 2E, 2F, 3F, 3H;
 - ii. Exterior and common areas.
- f. 841 Greenfield Drive:
 - i. Exterior areas
- g. 860 Greenfield Drive:
 - i. Units 1F, 2A, 2B, 3A, 3B, 3C, 3F, 3G;
 - ii. Exterior areas.
- h. 865 Greenfield Drive
 - i. Units 1B, 1C, 1D, 1E, 1F, 2A, 2C, 2D, 2E, 2G, 3A, 3B, and 3C.
- i. 879 Greenfield Drive:
 - i. Units 1A, 1E, 2D, 2F, 2G, 3B, 3H;
 - ii. Exterior areas.
- j. 891 Greenfield Drive:
 - i. Units 1C, 1D, 2B, 2C, 2E, 3B, 3C, 3E, 3F;

- ii. Exterior areas.

POLICE CALLS FOR SERVICE AND CRIMES OF VIOLENCE AT
COLONIAL VILLAGE APARTMENTS

- 40. Southpark Apartments is a location known by the Columbus Division of Police as a high crime property notorious for the extremely high level of violent crime that permeates the apartment complex and plagues the lives of both its residents and the surrounding community.
- 41. Upon information and belief, Preservation Partners currently employs Patriot Security to provide security at the Premises.
- 42. During the engagement period, Preservation Partners expressed concerns regarding CPD Special Duty Officers under their supervision. Special Duty services were subsequently terminated leaving Southpark Apartments with only private security services.
- 43. Between August 1, 2021 and July 21, 2022, CPD responded to the Premises over eight hundred (800) times. The monthly call ratio over this time was approximately 70 calls for service per month. Calls for service have included:
 - a. One hundred and seventy-nine (179) disturbances;
 - b. Fifty-one (51) domestic violence incidents;
 - c. Thirty-nine (39) persons with a gun;
 - d. Twenty-two (22) shots fired;
 - e. Forty-nine (49) stolen vehicles or recovered stolen vehicles;
 - f. Nineteen (19) wanted persons;

- g. Thirteen (13) burglary related runs;
 - h. Seven (7) accidental overdoses;
 - i. Six (6) stabbings or persons with a knife;
 - j. Five (5) robberies;
 - k. Two (2) sexual assaults;
44. Since August of 2021, CPD has raised questions regarding the quality and operability of the camera system at the Premises. Columbus Police have made multiple recommendations to ownership to improve their camera system and requested remote access. Preservation Partners has repeatedly told City representatives that they are in a dispute with their vendor and that improvements are forthcoming.

CLAIM FOR RELIEF

45. Plaintiff incorporates the proceeding paragraphs 1 through 44 as if fully incorporated herein.

Code Violations

46. The Premises, in its non-compliant state, does not comply with applicable provisions of the Columbus City Code and/or Columbus City Health Code.
47. The Premises, in its non-compliant state, constitutes a public nuisance as defined in C.C.C. §§703.17, 3303.16, 4101.16, 4103.15, 4501.275, 4703.01(F); R.C. §3767.41; and/or common law.
48. Respondents-Defendants (except for those named only as interested parties) have a duty to abate the public nuisance at the Premises by bringing the property into compliance with any and all applicable provisions of the Columbus City Code and/or Columbus City Health Code.

Criminal Activity

49. The Premises is a public nuisance as defined in C.C.C. §4703.01(F); R.C. §§ 2923.43, 3719.10, 3767.01, 3767.12; and/or common law.
50. The Premises is subject to abatement pursuant to C.C.C. §4701.08, R.C. Chapter 3767, and/or common law.
51. Respondents-Defendants (except for those named only as interested parties) are guilty of maintaining a public nuisance at the Premises pursuant to R.C. §3767.02.
52. Respondents-Defendants (except for those named only as interested parties) are further guilty of maintaining a public nuisance at the Premises based on their actual and constructive knowledge of the public nuisance, as well as the well-known general reputation of the premises which is prima-facie evidence of the nuisance and of knowledge of and of acquiescence and/or participation in the public nuisance.
53. Respondents-Defendants (except for those named only as interested parties) own fixtures, furniture, and moveable property at the Premises that have been used or are currently being used in conducting, maintaining, and facilitating said public nuisance.
54. Respondents-Defendants (except for those named only as interested parties) at all times relevant to this action maintained a public nuisance at the Premises threatening the health, safety, and welfare of the People of the City of Columbus, persons at the Premises, and members of the Columbus Ohio Division of Police and Division of Fire.

JUDGMENT AND RELIEF DEMANDED

WHEREFORE, Plaintiff demands judgment as follows:

1. The Court schedule an initial status conference on this matter.
2. Upon a full hearing, the Court issue an injunction pursuant to R.C. § 3767.04(B) and Ohio Civ.R. 65(B)(1) specifically ordering Defendants to:
 - a. Facilitate interior inspections of all units on the Premises.
 - b. Remediate all outstanding code violations present at the Premises.
 - c. Maintain the property in compliance with Columbus City Code.
 - d. Take substantial steps to mitigate criminal activity at the Premises by increasing security, improving camera systems, modifying operations, and/or making physical improvements to the Premises;
 - e. Immediately trespass or cause for the eviction of all known persons contributing to public nuisance conditions at the Premises.
 - f. Submit a written plan to both Plaintiff and the Court establishing clear plans and procedures to maintain the property in compliance with Columbus City Code and deter criminal activity.

Code Violations

3. A determination that the Premises violates applicable provisions of the Columbus City Code and/or Columbus City Health Code.
4. The Court order that Respondents-Defendants (except for those named only as interested parties) bring the Premises into compliance with any and all applicable provisions of the Columbus City Code.
5. The Court order that Respondents-Defendants (except for those named only as interested parties) and any successor(s) in interest or title are preliminarily,

permanently and perpetually enjoined from further violating any and all applicable provisions of the Columbus City Code and/or Columbus City Health Code at the Premises.

Code Violations - Public Nuisance

6. A determination that the Premises constitutes and be declared a public nuisance as defined in C.C.C. §§703.17, 3303.16, 4101.16, 4501.275, 4703.01(F); R.C. §3767.41; and/or common law.
7. The Court order that Respondents-Defendants (except for those named only as interested parties) abate the public nuisance located at the Premises.
8. The Court order that Respondents-Defendants (except for those named only as interested parties) are preliminarily, permanently and perpetually enjoined from maintaining a public nuisance at the Premises.
9. The Court order that Respondents-Defendants (except for those named only as interested parties) are preliminarily, permanently and perpetually enjoined from maintaining a public nuisance public nuisance anywhere in Franklin County, Ohio and/or Columbus, Ohio.

Code Violations - Plaintiff to Abate

10. Authorize Plaintiff's agents pursuant to O.R.C. § 715.261(E), and/or Plaintiff's private contractor to enter onto the Premises and perform abatement activity pursuant to C.C.C. § 4701.08 and O.R.C. §§ 715.26 and/or 715.261, including, but not limited to, demolishing any and all structures located on the Premises.
11. Authorize Plaintiff, and/or its agent pursuant to O.R.C. §715.261(E), to recover the total cost of abatement activity pursuant to C.C.C. § 4701.08, and/or R.C. §§

715.261(B) including, but not limited to: (1) certifying the costs to the county auditor for placement as a charge upon the Premises' tax list, (2) commencing a civil action, and (3) filing a lien on the Premises and pursuing a foreclosure action for a minimum bid equal to the sum of the taxes, penalties, interest, costs, assessments, total cost of abatement activity and any associated court costs and interest.

Receivership

12. Appoint a receiver, pursuant to O.R.C. §§ 1901.131, 2735.01 and/or 3767.41(C)(3).
13. Authorize said receiver to do any and all acts as the Court deems necessary pursuant to O.R.C. §§ 2735.04 and/or 3767.41 including, but not limited to: (1) repairing or renovating any and all structures on the Premises, (2) demolishing any and all structures on the Premises, and (3) selling the Premises free and clear of any and all liens.
14. Tax as court costs, or otherwise treat as an administrative expense of this matter, pursuant to O.R.C. §§ 2735.04 and/or 3767.41, any funds that are expended by or on behalf of the receiver.
15. Declare, through an enforceable order, that any and all courts costs and administrative expenses of this matter shall have priority over any and all preexisting liens upon the Premises.

Criminal Activity

16. A determination that the Premises constitutes and be declared a public nuisance as defined by C.C.C. §4703.01(F); R.C. §§ 2923.43, 3719.10, 3767.01, 3767.12; and/or common law.

17. A determination that the Premises is subject to abatement under C.C.C. §4701.08, R.C. Chapter 3767, and/or common law.
18. That all Respondents-Defendants (except for those named only as interested parties) be found guilty of maintaining a public nuisance at the Premises.
19. That all Respondents-Defendants (except for those named only as interested parties), and any heirs, successors in interest or title, transferees and/or assigns be permanently and perpetually enjoined from conducting, maintaining, using, occupying, or in any way permitting the use of the Premises as a public nuisance.
20. That all Respondents-Defendants (except for those named only as interested parties) be permanently and perpetually enjoined from conducting, maintaining, using, occupying, or in any way permitting the use of a public nuisance anywhere in Franklin County, Ohio and/or Columbus, Ohio.
21. The Court order, pursuant to ORC 3767.06(A), that Respondents-Defendants (except for those named only as interested parties) abate the public nuisance located at the Premises.
22. The Court order, pursuant to ORC §§3767.05(E)(3) that the Premises not be occupied or used for one year after the judgment is rendered.
23. The Court order, pursuant to ORC 3767.06(A), that the Premises be closed against its use for any purpose for a period of one year.
24. The Court order, pursuant to ORC 3767.06(A), that all personal property and contents used in conducting or maintaining the public nuisance at the Premises be removed and sold, without appraisal, at a public auction to the highest bidder for cash.

25. That the Court tax Respondents-Defendants (except for those named only as interested parties) \$300 in accordance with Revised Code §3767.08.

Receivership

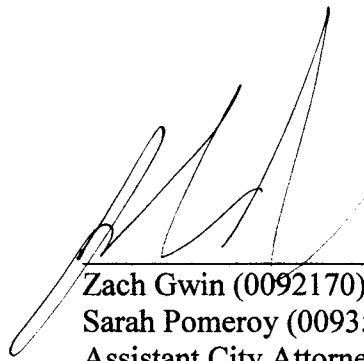
26. Appoint a receiver, pursuant to O.R.C. §§ 1901.131, 2735.01 and/or 3767.41(C)(3).
27. Authorize said receiver to do any and all acts as the Court deems necessary pursuant to O.R.C. §§ 2735.04 and/or 3767.41 including, but not limited to: (1) repairing or renovating any and all structures on the Premises, (2) demolishing any and all structures on the Premises, and (3) selling the Premises free and clear of any and all liens.
28. Tax as court costs, or otherwise treat as an administrative expense of this matter, pursuant to O.R.C. §§ 2735.04 and/or 3767.41, any funds that are expended by or on behalf of the receiver.
29. Declare, through an enforceable order, that any and all courts costs and administrative expenses of this matter shall have priority over any and all preexisting liens upon the Premises.

Additional Relief

30. An award of Plaintiff's costs and attorney's fees payable by defendant(s).
31. The Court grant Relator-Plaintiff all such further equitable and other relief this Court determines Relator-Plaintiff to be entitled pursuant to ORC 1901.131, and by law.

Respectfully submitted,

City of Columbus, Department of Law
Zach Klein City Attorney



Zach Gwin (0092170)
Sarah Pomeroy (0093578)
Assistant City Attorney
375 South High Street, 17th Floor
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Fax: (614) 645-6548
zsgwin@columbus.gov
scpomeroy@columbus.gov
Counsel for the Plaintiff

2022 AUG 29 AM 10:57

INSTRUCTIONS FOR SERVICE

and

WAIVER OF NOTIFICATION

FRANKLIN COUNTY
CLERK OF COURT
TOM M. BLACK

**FRANKLIN COUNTY MUNICIPAL COURT
ENVIRONMENTAL CIVIL DIVISION, THIRD FLOOR
375 SOUTH HIGH STREET, COLUMBUS, OHIO 43215**

**STATE EX. REL
CITY OF COLUMBUS**

VS.

**SOUTHPARK PRESERVATION
LIMITED PARTNERSHIP, ET AL.**

.....Case No. **22 EVH 060590**

TO THE CLERK OF COURTS:

You are instructed to make certified mail service, return receipt requested, and bailiff's service, to the defendants at the addresses set forth in the caption of this complaint. If service of process by certified mail is returned by the postal authorities with an endorsement of "refused" or "unclaimed" and if the certificate of mailing can be deemed complete not less than five (5) days before any scheduled hearing, the undersigned waives notice of the failure of service by the clerk and requests ordinary mail service in accordance with civil rule 4.6 (c) or (d) and O.R.C. 1923.06.

**Zach Gwin (0092170)
Assistant City Attorney
zsgwin@columbus.gov
City of Columbus 614-645-8928
ATTORNEY OF RECORD**

DATE:

8/29/22

Signature

